Case 19-14923-mdc Doc 149 Filed 10/29/22 Entered 10/30/22 00:30:20 Des Imaged Certificate of Notice Page 1 of 5

United States Bankruptcy Court Eastern District of Pennsylvania

In re: Case No. 19-14923-mdc

Leon D. Chambers Chapter 13

Debtor

CERTIFICATE OF NOTICE

District/off: 0313-2 User: admin Page 1 of 2
Date Rcvd: Oct 27, 2022 Form ID: pdf900 Total Noticed: 1

The following symbols are used throughout this certificate:

Symbol Definition

+ Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS

regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Oct 29, 2022:

Recipi ID Recipient Name and Address

db + Leon D. Chambers, 5113 Wayne Avenue, Philadelphia, PA 19144-3580

TOTAL: 1

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Oct 29, 2022 Signature: /s/Gustava Winters

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on October 27, 2022 at the address(es) listed below:

Name Email Address

BRIAN CRAIG NICHOLAS

on behalf of Creditor PNC Bank NA bnicholas@kmllawgroup.com, bkgroup@kmllawgroup.com

BRIAN CRAIG NICHOLAS

on behalf of Creditor Pnc Bank National Association bnicholas@kmllawgroup.com, bkgroup@kmllawgroup.com

DENISE ELIZABETH CARLON

on behalf of Creditor Pnc Bank National Association bkgroup@kmllawgroup.com

JOSHUA DOMER

on behalf of Creditor CITY OF PHILADELPHIA joshua.domer@phila.gov Edelyne.Jean-Baptiste@Phila.gov

KENNETH E. WEST

ecfemails@ph13trustee.com philaecf@gmail.com

MARIO J. HANYON

on behalf of Creditor PNC Bank NA wbecf@brockandscott.com, mario.hanyon@brockandscott.com

District/off: 0313-2 User: admin Page 2 of 2
Date Rcvd: Oct 27, 2022 Form ID: pdf900 Total Noticed: 1

ROBERT J. DAVIDOW

on behalf of Creditor Pnc Bank National Association robert.davidow@phelanhallinan.com

THOMAS SONG

on behalf of Creditor Pnc Bank National Association tomysong0@gmail.com

THOMAS SONG

on behalf of Creditor PNC Bank NA tomysong0@gmail.com

United States Trustee

USTPRegion03.PH.ECF@usdoj.gov

VLADISLAV KACHKA

TOTAL: 11

Case 19-14923-mdc Doc 149 Filed 10/29/22 Entered 10/30/22 00:30:20 Desc Imaged Certificate of Notice Page 3 of 5 IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Leon D. Chambers CHAPTER 13

Debtor(s)

PNC BANK, NATIONAL ASSOCIATION

Movant

vs. NO. 19-14923 MDC

Leon D. Chambers

Debtor(s)

Kenneth E. West Esq. 11 U.S.C. Section 362

<u>Trustee</u>

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is \$5,805.24, which breaks down as follows;

Post-Petition Payments: July 2022 and August 2022 at \$1,193.43/month;

September 2022 and October 2022 at \$1,203.33 /month

Suspense Balance: (\$26.28)
Fees & Costs Relating to Motion: \$1,038.00 **Total Post-Petition Arrears** \$5,805.24

- 2. The Debtor(s) shall cure said arrearages in the following manner;
- a). Beginning on November 2022 and continuing through June 2023, until the arrearages are cured, Debtor(s) shall pay the present regular monthly payment of \$1,203.33 on the mortgage (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month), plus an installment payment of \$645.03 for November 2022 through May 2023 and \$645.00 for June 2023 towards the arrearages on or before the last day of each month at the address below;

PNC Bank, National Association 3232 Newmark Drive Miamisburg, OH 45342 b). Maintenance of current monthly mortgage payments to the Movant

thereafter.

- 3. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.
- 4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.
 - 5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.
- 6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.
- 7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.
- 8. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.
- 9. The parties agree that a facsimile signature shall be considered an original signature.

Case 19-14923-mdc Doc 149 Filed 10/29/22 Entered 10/30/22 00:30:20 Desc Imaged Certificate of Notice Page 5 of 5

Date: October 11, 2022

/s/ Denise Carlon, Esquire

Denise Carlon, Esquire Attorney for Movant

Oct. 17, 2022

Date:

Vladislav Kachka, Esquire
Attorney for Debtor(s)

No Objection

S/ LeeAne O. Huggins

Kenneth E. West, Esquire
Chapter 13 Trustee

Approved by the Court this <u>26th</u> day of <u>October</u> 2022. However, the court retains discretion regarding entry of any further order.

Magdeline D. Coleman Chief U.S. Bankruptcy Judge

Magdeline D. Colem